

AMENDMENT TO AGREEMENT BETWEEN THE TOWNSHIP OF BRIDGEWATER, NEW JERSEY,  
AND LOCAL 174 OF THE POLICEMEN'S BENEVOLENT ASSOCIATION: TERM OF AGREEMENT  
JANUARY 1, 1974-DECEMBER 31, 1976; APPROVED BY RESOLUTION OF THE  
BRIDGEWATER TOWNSHIP COMMITTEE ADOPTED JANUARY 30, 1974.

3-0080 *Comley S.A.T.*  
WHEREAS the Township Committee by Resolution dated November 4,

1974 granted a five percent (5%) cost of living increase to members of Local 174 of the Policemen's Benevolent Association retroactive to July 1, 1974, adjusting base salaries and amending the above agreement as follows:

Lieutenants	\$15,907.00
Sergeants	14,437.00
Police Officers:	
Grade "A"	13,387.00
Grade "B"	12,337.00
Grade "C"	11,287.00
Grade "D"	10,500.00

In all other respects the terms of the said Agreement remain the same and are hereby ratified and confirmed.

DATED: December 30, 1974

Leonard B. Galyeen  
Leonard B. Galyeen  
Police Commission Chairman

Garrie B. Haulenbeek  
Garrie B. Haulenbeek  
Police Commission

Ralph A. Olmos

Ralph A. Olmos  
Police Commission  
(Director of Public Safety)

Frank Provenzano  
Frank Provenzano  
P. B. A. President

Owen T. Nuse  
Owen T. Nuse  
P. B. A. Representative

Frank W. Dittman  
Frank W. Dittman  
Mayor - Bridgewater Township

Roselle H. Hall  
Roselle H. Hall  
Township Clerk

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AGREEMENT BETWEEN THE TOWNSHIP OF BRIDGEWATER,  
NEW JERSEY AND LOCAL 174 OF THE POLICEMEN'S  
BENEVOLENT ASSOCIATION

Term of Agreement

January 1, 1974 - December 31, 1976

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## AGREEMENT

This agreement is made and entered into between the Township of Bridgewater, Somerset County, New Jersey (hereinafter referred to as the ("township" or "employer") and the Policemen's Benevolent Association, Local Number 174 (hereinafter referred to as the "association" or "PBA").

## ARTICLE I

### Recognition and Representation

The Township recognizes the PBA as the sole and exclusive bargaining agent with respect to terms and conditions of employment for all sworn police officers (Hereinafter known as "officers," "police officers" or "members") of the Township below the rank of Chief of Police. The recognition contained herein and all negotiations resulting therefrom shall be pursuant to and in compliance with the New Jersey Public Employee Relations Act of 1968, Chapter 303.

## ARTICLE II

### Legal Reference

Nothing contained in this agreement shall alter the authority conferred by Law, Ordinance, Resolution or Administrative Code and Police Department Rules and Regulations upon any Township Official or in any way abridge or reduce such authority. This agreement shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.

Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable Laws and Regulations.

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE III

### Policemen's Rights

Pursuant to Chapter 303 (of the 1968 Public Employees Relations Act), the Township hereby agrees that every police officer shall have the

right to freely organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages or any terms or conditions of employment by reason of his or her membership in the PBA and its affiliates, his or her collective negotiation activities with the Township, or his or her institution of any grievance complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Elected representatives of the PBA shall be permitted time off to attend negotiating sessions, grievance sessions and meetings of the joint PBA Management Committee provided the efficiency of the department is not affected thereby.

A police officer shall have the right to inspect his own personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of such inspection.

The Township agrees that the Director of Public Safety (hereinafter known as the "Director") shall notify the individual police officer if any material derogatory to that officer is placed in his personnel file.

The PBA herein waives any right to strike against the Township of Bridgewater even should the right to strike be granted by subsequent legislation during the term of this agreement.

The PBA further agrees that should any of its members engage in strike action against the Township of Bridgewater, this agreement will then become null and void.

#### ARTICLE IV

##### Management Rights

Except to the extent expressly modified by a specific provision of this Agreement, the Township of Bridgewater reserves and retains solely and exclusively all of its Statutory and Common Law rights to manage the operation of the police department of the Township of Bridgewater, New Jersey, as such rights existed prior to the execution of this or any previous Agreement with the PBA. The sole and exclusive rights of the Township of Bridgewater, New Jersey, which are not abridged by this

Agreement, shall include, but are not limited to:

To determine the existence or non-existence of facts which are the basis of the Township Police Department and/or Management decisions, to establish or continue policies, practices or procedures for the conduct of the police department and its services to the citizens;

From time to time, change or abolish such practices or procedures;

To determine and redetermine from time to time the number locations and relocation and types of its officers and employees or to discontinue any performance by officers or employees of the Township;

To determine the number of hours per day or week any operations of the police department may be carried out;

To select and determine the number and types of officers required;

To assign such work to such officers in accordance with the requirements determined by the Director of Public Safety and the Police Commission;

To establish and maintain entry requirements into the department;

To establish and regulate training programs for members of the department;

To establish and change work schedules and assignments;

To transfer, promote or demote officers or employees for just cause in accordance with the needs of the department;

To lay off, terminate or otherwise relieve officers from duty for lack of work or other legitimate reasons;

To continue, alter, make and enforce reasonable rules for the maintenance of discipline;

To suspend, discharge or otherwise discipline officers and/or employees for just cause and otherwise to take such measures as the Township and/or management may determine to be necessary for the orderly and efficient operation of the Department of Police for the Township of Bridgewater, New Jersey.

Nothing herein shall prevent an officer from presenting his or her grievance for the alleged violations of any article of specific terms of this Agreement, nor shall any rights provided by Title 40A of the New Jersey State Statute or any other law or laws be amended or abridged by this agreement.

ARTICLE V

Vacations, Holidays and Emergency Leave

a. Vacations:

Officers shall be entitled to paid vacations based upon length of service as hereinafter provided:

All officers covered by this agreement shall accrue one (1) day of vacation per each month worked in not to exceed the maximum number of days provided herein, except that no vacation time off shall be granted prior to the completion of six (6) months of continuous service.

After completion of one year's employment each officer shall be entitled to 12 working days off per year.

After completion of three (3) years of service each officer shall be entitled to 15 working days off per year.

After completion of ten (10) years of service each officer shall be entitled to 20 working days off per year. (All vacations shall be granted at annual salary rates in effect at the time the officer commences his or her vacation.)

The scheduling of vacations shall be done in such a way as to assure orderly operations and adequate continuous service. The Director shall have ultimate authority for allocation of vacation times, however, vacations will be granted insofar as possible in accordance with the desires of officers in order of their seniority in their respective ranks or grades. As a matter of routine no officer shall be allowed more than two (2) consecutive weeks of earned vacation at any one time.

b. Holidays:

All department members covered by this agreement shall be entitled

to twelve (12) paid holidays per year. The rate of pay shall be the straight time, annual rate of pay in effect at the time of the holiday. The said holidays are as follows:

New Year's Day	Washington's Birthday
Lincoln's Birthday	Good Friday
Memorial Day	July 4
Labor Day	Veterans Day
Columbus Day	Election Day
Thanksgiving	Christmas Day

Payment for these holidays will be made in two semi-annual installments. The first is to be made on the last payday in May and the second is to be made on the last payday in November. Each installment shall include payment for six (6) holidays.

c. Emergency Leave:

A maximum of three (3) days emergency leave may be granted due to the death of a member of the immediate family of those members covered under this agreement. Such leave shall not be charged against sick leave nor vacation time. Immediate family member shall be defined as: Spouse, parents, siblings, parents of member's spouse or such persons acting in place of natural parents. Two (2) days leave may be granted for the death of a Grandparent.

In addition, up to five (5) days sick leave may be granted due to the serious illness (requiring hospitalization or nursing care) of a member's spouse.

ARTICLE VI

Sick Leave

Sick leave for members covered by this agreement shall be as follows: one (1) day sick leave shall be granted for each continuous month of employment with the stipulation that no member shall be allowed to accumulate more than 72 unused sick leave days at any one time. Sick leave shall be at the annual rate of compensation for that member during the time he or she is on sick leave. No sick leave shall be granted for any day not worked unless the officer reporting sick does so, prior to the time he or she is expected to report for duty. Such a report from a spouse or parent shall be deemed satisfactory. Upon the third day of sick leave the officer can be requested to file a

physician's report with that officer's commanding officer. Failure to file such a requested report can result in the discontinuation of sick leave benefits.

Such a statement shall include a description of the illness and an estimate of when that officer can be expected to return to work. In the event of extended sickness each officer shall be expected to file periodic reports from his or her physician. The Township reserves the right to have any officer examined by a physician of its choice before the granting of any sick leave benefits.

Should any officer acquire earned overtime during any week in which he has been granted sick leave the amount of earned overtime, computed in hours or in parts thereof, at the regular overtime formula of time and one-half, shall be applied to such time as would normally be charged against acquired sick leave benefits. For example: Should an officer have worked three (3) hours of overtime on Monday and then call in sick on Tuesday or Wednesday the officer would only be charged for three and one-half (3-1/2) hours of sick leave time as the said officer would normally be entitled to four and one-half (4-1/2) hours of pay or compensatory time.

Sick leave benefits may be extended beyond the 72 day total accrued limit in the event of a grave sickness or injury that by its nature causes extended hospitalization or confinement. Application for extended sick leave benefits may be made to the Police Commission through the Director not less than five (5) working days prior to the expiration of normal sick leave benefits. The Police Commission will endeavor to grant such extended benefits when sufficient evidence is presented that such an extension should apply.

In the event that sick leave extension is denied and the matter becomes aggrieved, the aggrieved member shall be placed on sick leave pay totaling one half of normal pay until such time as the grievance is resolved or the grievance procedure is exhausted. The Township agrees to pay salary and benefits to those members who are injured when on duty. The member in turn agrees to reimburse the Township for such payments received while awaiting or receiving Workmen's Compensation benefits provided, however, that such payment(s) constitutes double or overlapping payment(s).

"Injured on duty" shall also include such injuries that can occur outside the Township provided that the officer injured was on active duty and was performing an official police function.

ARTICLE VII

Other Benefits - Increment for Higher Education

An annual compensation for earned college credits shall be paid to all covered officers as follows:

1. Six dollars (\$6) per earned credit during the first year of this agreement.
2. Eight dollars (\$8) per college credit during the second year of this agreement.
3. Ten dollars (\$10) per college credit during the third year of this agreement.

Payment for such credits shall be made annually on the last payday in January for all credits previously accumulated up until that time. These payments shall be made under the following stipulations and exceptions:

1. Only those credits which have been earned during the time an officer is a student in an accredited police science, law enforcement or criminal justice program will be compensated for.
2. Only those credits which have been acquired from a recognized college or university will be compensated for.
3. Generally, those courses which are included in the normal curriculum of the institute's police science, law enforcement or criminal justice program will be deemed worthy of compensation. However, the Director reserves the right to determine the suitability of such courses which may or may not be directly or indirectly related to enhance the professional competency of the officer.
4. Additionally, the Township shall only pay for up to and including a maximum of 30 college credits for each applicable college credit during the first year of the term of this agreement.
5. During the second year of the term of this agreement the Township agrees to pay for up to and including 45 applicable college credits.
6. During the third year of the term of this agreement the Township agrees to pay for up to and including 60 hours of college credits.

7. No payment whatsoever shall be made to any officer who has not successfully completed at least two courses with Grade "C" or better during the 12 month period immediately preceding the last payday in January.
8. This provision may be modified or waived by the Director should the officer's absence have been a result of extended illness or disability which kept him from engaging in normal police duties.
9. Certified transcripts and/or grade cards must be filed with the Police Commission as proof of payment. Those officers who have received an associate in arts or science degree or who have successfully completed their sophomore year in a four year institute shall not be required to attend additional classes in order to continue receiving annual college credits compensation.
10. No officer shall receive payment for accrued college credits if more than one (1) month of the previous twelve (12) month period immediately preceding the last payday in January was spent on probationary police officer status.

#### ARTICLE VIII

##### Overtime

Overtime compensation shall be paid to any officer below the rank of Lieutenant when he is required to work in excess of a completed regular tour of duty, or a regularly scheduled day off when that officer is not compensated by another day off. Officers below the rank of Chief and above the rank of Sergeant shall be compensated in the form of time and one-half compensatory time.

Officers shall also receive overtime compensation when they are required to attend legal proceedings during non-duty hours or on their days off.

Officers shall be paid overtime compensation when they are ordered or requested to duty beyond their regular tour of duty by either the Director, the Chief or the Superior Officer in charge of that officer at the time.

The rate of compensation shall be one and one-half the officer's regular hourly rate of pay except that an officer may elect to receive overtime in the form of compensatory time rather than pay. Such compensatory time shall be at the rate of one and one-half (1-1/2) hour for each hour of work provided that the officer should have worked in excess of a normal eight (8) hour tour of duty in any week in which overtime is acquired. Such time that an officer shall be receiving sick leave compensation shall not be applied to the average forty (40) hour per week minimum hourly stipulation. The election of mode of overtime payment shall be made at the time the officer submits his or her overtime slip to his or her commanding officer.

Officers who are requested or ordered to remain beyond a normal tour will receive overtime compensation for the exact amount of overtime worked to the nearest half hour. Officers who are called in to work overtime shall receive a minimum of two hours pay at straight time rates for up to the first hour worked. If any officer, after being ordered in to duty, works more than one hour, his pay shall then revert to the one and one-half time hourly rate to the nearest half hour.

#### ARTICLE IX

##### Clothing and Clothing Allowance

Non-uniform Officers: Those members of the department who are regularly assigned to investigative duties shall be granted a clothing allowance of \$300 (three hundred dollars) annually. Said allowance shall be made in the form of purchase order vouchers which shall be signed by the vendor of the clothing and shall contain a full description of the articles purchased. Purchases can be made with any reliable established clothing vendor, but the total amount of purchase order vouchers submitted by any eligible member shall in no case exceed three hundred dollars (\$300) each year. Members who are newly assigned to investigative duties shall be permitted to use a prorated amount of the \$300 according to the actual amount of time spent in such duties during the normal calendar year.

All clothing purchased by the above described method shall become the property of the Township upon the separation of that member from the department.

Uniformed Officers: The Township agrees to furnish all uniformed officers covered under this agreement all normal operational uniforms and equipment (except for undergarments). The Township also agrees to replace all uniforms that are worn out or damaged beyond repair during the course of duty, except that any uniforms that are damaged or destroyed due to the negligence of the officer shall be repaired or replaced at that officer's own expense.

The Township further agrees to provide for the cleaning and normal maintenance of clothing and equipment except that such equipment that is damaged or destroyed through the negligence of the individual officer shall be repaired or replaced at the private expense of that officer.

#### ARTICLE X

##### Health Insurance

The Township agrees to furnish to all police officers covered under this agreement, at no charge to such officers, health insurance coverage as provided by:

Hospital Insurance Plan of New Jersey (New Jersey Blue Cross Plan, including Rider J)

Medical-Surgical Plan of New Jersey (New Jersey Blue Shield Plan) and

The Prudential Insurance Company of America (Major Medical Insurance)

The complete details of this coverage are provided in New Jersey Division of Pensions booklet number 1182A Rev. (1-73).

#### ARTICLE XI

##### Compensation

As of January 1, 1974, the following salary classifications will be paid at two week intervals at the rate of 1/26 of the established annual salary:

<u>Police Officer</u>	<u>Annual Base Salary</u>
Grade "D" (up to one full year's service) . . . . .	\$ 10,000
Grade "C" (second full year's service) . . . . .	10,750
Grade "B" (third full year's service) . . . . .	11,750
Grade "A" (fourth year and beyond) . . . . .	12,750
Sergeants . . . . .	13,750
Lieutenants . . . . .	15,150

All annual base salaries of covered officers shall be increased effective January 1, 1975 and January 1, 1976. (These respective rates of increase shall be determined by the New York Metropolitan Area official cost of living index percentage increase for the preceding twelve (12) months as published by the U. S. Department of Labor.) In no case shall any of these annual increases exceed seven and one-half percent (7-1/2%) or be less than three and one-half percent (3-1/2%).

##### Additional Compensation

##### On Call

Each member covered under this agreement who serves a minimum of 600 normally scheduled hours on call during each calendar year, shall receive an annual increment for service in the amount of three hundred dollars. (\$300).

Hours on call shall be defined to mean those hours when the member must remain at a given location in a state of readiness to report for active duty.

Longevity Increment

All members who successfully complete their fifth year of service, shall, at the start of their sixth year of service receive two percent (2%) of their annual base salary. All members who successfully complete their tenth year of service shall at the start of their eleventh year receive two and one-half percent (2-1/2%) of their annual base salary.

Payment for longevity shall be made annually on the last payday in May.

ARTICLE XII

Grievance Adjustment Procedure

Procedure

The procedure for adjusting grievances shall provide each officer with full opportunity for presentation of his or her grievance and for the participation of the PBA representatives. Should a dispute arise between the Township, the PBA and any member officer covered under this agreement as to the meaning, application or operation of any provision of this agreement, such dispute or difference shall be presented by any one of the parties within no more than 10 working days from the time the same arose, and settled in the manner prescribed herein. The procedure hereby established, unless by mutual agreement changed or waived in part or in its entirety, shall be as follows:

Step "A"

The Director of Public Safety shall meet with the grievant and any appropriate representatives from the PBA and the grievant's attorney, if the grievant so chooses. The grievance shall be reduced to writing prior to said meeting. This meeting shall occur within ten (10) working days after the submission of the written grievance. The Director shall be required to present a written answer to the grievant within five (5) working days after this meeting has taken place.

Step "B"

If the grievance is not settled in Step "A" then the grievant or his appropriate representative shall make a written request for a second meeting with the Bridgewater Township Police Commission. This request shall be filed with the Director within five (5) working days after

receiving the initial written reply from the Director as provided for in Step "A."

The Director shall then arrange a mutually acceptable meeting within five (5) working days after receiving the request to meet with the Police Commission. This time limit may be extended by mutual agreement between the grievant and the Director.

The Police Commission's answer for Step "B" shall be delivered to the grievant within five (5) working days after the meeting.

Step "C"

If the grievance is not settled to the satisfaction of the aggrieved party in Step "B" then either party can file notice with the other that they wish to invoke a fact-finding process.

A list of qualified fact-finders shall be obtained from the Public Employment Relations Commission (PERC) in Trenton and a fact-finder, mutually suitable shall be chosen from this list. The entire cost of engaging such a fact-finder shall be mutually borne by both the PBA and the Township..

It shall be the duty of the fact-finder to confer with both sides in the disputed grievance and convene a hearing promptly.

The fact-finder will submit his findings not more than twenty (20) days after the conclusion of said hearing. The report shall be in writing and shall set forth the finding of fact, reasoning and conclusions on the issues submitted. The fact-finder shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the fact-finder shall be submitted to both the PBA and the Police Commission and shall be advisory only in nature. Neither party to the dispute shall be legally bound by the decision of the fact-finder.

Note: Time limits on any of the above steps may be extended by mutual agreement.

ARTICLE XIII

Term

This Agreement and the benefits contained therein shall be in full force and effect from 1 January 1974 through and including the 31st day of December 1976. If either party wishes to terminate amend or otherwise modify the terms and conditions set forth herein at the time of expiration, written notice shall be given to the other party not less than

ninety (90) days prior to such expiration date. Collective negotiations on the terms of a new Agreement shall commence no later than ten (10) working days thereafter.

This Agreement shall remain in full force and effect during collective negotiations between parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

Leonard B. Galyean  
Leonard B. Galyean  
Police Commission (Chairman)

Frank W. Dittman  
Frank W. Dittman  
Mayor (Bridgewater Township)

Garrie B. Haulenbeek  
Garrie B. Haulenbeek  
Police Commission

Roselle H. Hall  
Roselle H. Hall  
Township Clerk

Ralph A. Olmos  
Ralph A. Olmos  
Police Commission  
(Director of Public Safety)

Roy S. Gandolfe  
Roy S. Gandolfe  
P. B. A. (President)

Owen T. Nuse  
Owen T. Nuse  
P. B. A. (Representative)